

ORDER FOR SUPPLIES OR SERVICES						Form Approved		Page 1 Of 24		
1. Contract/Purch Order No.		2. Delivery Order No.		3. Date Of Order		4. Requisition/Purch Request No.		5. Certified for National Defense Under DMS Reg 1 Priority DOA5		
DAAE20-00-P-0392				2000AUG14		SEE SCHEDULE				
6. Issued By			Code	7. Administered By (If other than 6)			Code	8. Delivery FOB		
TACOM-ROCK ISLAND AMSTA-LC-CSC-B PEGGY FRAZIER (309) 782-4179 ROCK ISLAND IL 61299-7630 EMAIL: FRAZIERP@RIA.ARMY.MIL			W52H09	DCMC PHILADELPHIA PO BOX 11427 PHILADELPHIA PA 19111-0427			S3915A	<input type="checkbox"/> Dest <input checked="" type="checkbox"/> Other		
				SCD B PAS NONE ADP PT SC1012			(See Schedule if other)			
9. Contractor			Code	Facility Code		10. Deliver To FOB Point By (Date)		11. Mark If Business Is		
HARRIS MFG CO INC 550 INGHAM AVE TRENTON NJ 08638-5036			4M340			SEE SCHEDULE				
						<input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned				
12. Discount Terms						13. Mail Invoices To See Block 15				
14. Ship To			Code	15. Payment Will Be Made By			Code	Mark All Packages And Papers With Contract Or Order Number		
SEE SCHEDULE				DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041			SC1018			
16. T O Y R P D E E R O F		Delivery	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
		X	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation DAAE2000T0157, Dated _____, furnish the following on terms specified herein.							
			Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.							
Name Of Contractor			Signature			Typed Name And Title			Date Signed	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE										
18. Item No.	19. Schedule Of Supplies/Service			20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount			
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price									
	KIND OF CONTRACT: Supply Contracts and Priced Orders									
* If quantity accepted by the Government is sameas quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. United States Of America By: ADELAIDE J TKATCH /SIGNED/ Contracting/Ordering Officer TKATCHA@RIA.ARMY.MIL (309) 782-5313			25. Total	\$62,770.50		
							29. Differences			
26. Quantity In Column 20 Has Been					27. Ship. No.	28. D.O. Voucher No.	30. Initials			
<input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted _____ Date _____ Signature Of Authorized Govt Representative 36. I certify this account is correct and proper for payment _____ Date _____ Signature And Title Of Certifying Officer					<input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	33. Amount Verified Correct For			
					31. Payment				34. Check Number	
<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final										
37. Received At		38. Received By		39. Date Received		40. Total Containers		41. S/R Account No.		
								42. S/R Voucher No.		

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Name of Offeror or Contractor: HARRIS MFG CO INC		

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		

2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
	TACOM-RI	
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army TACOM-RI AMSTA-CM-CR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223 Electronic Mail Address: AMSTA-CM-CR@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information:		
(1) TACOM-RI solicitation number;		
(2) Name of PCO;		
(3) Problem description;		
(4) Summary of your discussions with the buyer/PCO.		
(End of clause)		

(AS7006)

3

52.210-4516
TACOM-RI

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4

52.211-4506
TACOM-RI

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS

DEC/1997

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD	REQUIREMENT		

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN

CLIN

CLIN

CLIN

PRICE \$

PRICE \$

PRICE \$

PRICE \$

(End of clause)

(AS7008)

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Name of Offeror or Contractor: HARRIS MFG CO INC		

5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

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Name of Offeror or Contractor: HARRIS MFG CO INC		

7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI
THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

SECTION A - SUPPLEMENTAL INFORMATION

ITEM: BAG, FLYER'S HELMET
NSN: 8415-01-406-6909
P/N: 2-3-503

YOU ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE MADE BASED ON PRICE ALONE, BUT ON EVALUATION OF PRICE AND PAST PERFORMANCE. SEE NARRATIVE L001 IN SECTION L AND NARRATIVE M001 IN SECTION M OF THIS SOLICITATION.

*** END OF NARRATIVE A001 ***

"AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.

*** END OF NARRATIVE A002 ***

1. REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.
2. REQUEST YOU CERTIFY TO CLAUSES KF7057, KF7020, AND KF6009 IN SECTION K AND DATAFAX A COPY OF THOSE CERTIFICATIONS TO THE TELEPHONE NUMBER SHOWN IN SECTION L, PARAGRAPH 3f.
3. PLEASE PROVIDE YOUR DUNS NUMBER: _____.
4. PLEASE PROVIDE YOUR TAXPAYER ID CODE: _____.
5. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: _____.

*** END OF NARRATIVE A003 ***

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Name of Offeror or Contractor: HARRIS MFG CO INC		

THE PURPOSE OF THIS AMENDMENT (01) IS TO EXTEND THE OPENING DATE OF THIS PROCUREMENT TO 30 MAY 2000.

*** END OF NARRATIVE A004 ***

THE PURPOSE OF THIS SOLICITATION AMENDMENT (0002) IS TO INCORPORATE THE FOLLOWING CHANGES TO THE SOLICITATION:

1. PROVIDE ENGINEERING CHANGE DRAWINGS (10 PAGES) FOR THE FLYER'S HELMET BAG, NSN: 8415-01-406-6909, PART NUMBER 2-3-503. (SEE ATTACHMENT 005)
2. ESTABLISH CLIN 0003 FOR AN ADDITIONAL REQUIREMENT: 162 EACH, STRAP, WEBBING (END ITEM: FLYER'S HELMET BAG), NSN: 5340-01-415-3171, PART NUMBER 2-3-510. (SEE SCHEDULE B)
3. NO FIRST ARTICLE TEST WILL BE REQUIRED FOR THE WEBBING STRAPS HOWEVER, ALL OF THE REMAINING CLAUSES ON THE BASIC SOLICITATION ARE APPLICABLE FOR THE PRODUCTION OF THE WEBBING STRAPS
4. THE EXISTING TECH DATA PACKAGE AND ECP'S ON ATTACHMENT 005 ARE ALSO TO BE USED IN THE MANUFACTURING OF THE WEBBING STRAPS.
5. PACKAGING SHALL BE COMMERCIAL. PLEASE NOTE THAT THE UNIT PACKAGING FOR THE WEBBING STRAPS IS 001 EACH, THEREFORE THEY MUST BE PACKAGED INDIVIDUALLY. (SEE SECTION D CLAUSES)
6. DUE TO THE ABOVE CHANGES THE CLOSING DATE OF THIS SOLICITATION IS HEREBY EXTENDED UNTIL 08 JUNE 2000.
7. ALL OTHER REQUIREMENTS IDENTIFIED IN THE SOLICITATION REMAIN UNCHANGED.

*** END OF NARRATIVE A005 ***

THE PURPOSE OF THIS AMENDMENT IS TO INCORPORATE CLAUSE MS7100, 52.215-4507, "EVALUATION OF OFFERS" INTO THE SOLICITATION. THIS CLAUSE WAS INADVERTENTLY OMITTED FROM THE ORIGINAL SOLICITATION. THE OFFEROR IS REQUIRED TO SUBMIT PRICES FOR BOTH ITEMS ON THIS SOLICITATION AS THE GOVERNMENT DOES NOT INTEND TO MAKE SEPARATE AWARDS.

ALL OFFERORS ARE REQUIRED TO SUBMIT THE CERTIFICATIONS LISTED IN SECTION K OF THE SOLICITATION.

ALL OFFERORS ARE REQUIRED TO ACKNOWLEDGE THIS AMENDMENT BY CONFIRMING YOUR OFFER/PRICE OR SUBMITTING A REVISED OFFER TO (309) 782-6346 BY CLOSE OF BUSINESS JUNE 15, 2000.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A006 ***

SUPPLEMENTAL INFORMATION -

1. This Purchase Order is being awarded without a First Article Requirement.
2. As a result of the action above, CLINs 0001AA and 0001AB are hereby deleted.
3. All other requirements of the Solicitation (DAAE20-00-T-0157) remain unchanged.

*** END OF NARRATIVE A007 ***

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Name of Offeror or Contractor: HARRIS MFG CO INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u>				
0001AC	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>	774	EA	\$ 80.00000	\$ 61,920.00
	<p>NSN: 8415-01-406-6909 NOUN: BAG,FLYER'S HELMET FSCM: 81337 PART NR: 2-3-503 SECURITY CLASS: Unclassified PRON: M101S603M1 PRON AMD: 02 ACRN: AA AMS CD: 070011H3SOX</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H090101A611 W25G1U J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 426 19-JAN-2001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0392/0000</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H090101A612 W62G2T J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 62 19-FEB-2001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 TRACY CA 95376-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0392/0000</p>				

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Name of Offeror or Contractor: HARRIS MFG CO INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>003 W52H090101A613 W45G19 J 2</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 286 19-FEB-2001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: FREIGHT ADDRESS</p> <p>(W45G19) TRANS OFF</p> <p>RED RIVER ARMY DEPOT</p> <p>TEXARKANA TX 75507-5000</p> <p>CONTRACT/DELIVERY ORDER NUMBER</p> <p>DAAE20-00-P-0392/0000</p> <p>Supplies or Services and Prices/Costs</p> <p>DATA ITEM</p> <p>NOUN: DD FORM 1423</p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p>Inspection and Acceptance</p> <p>INSPECTION: Origin ACCEPTANCE: Destination</p>				
0003	Supplies or Services and Prices/Costs				
0003AA	<p>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</p> <p>NSN: 5340-01-415-3271</p> <p>NOUN: STRAP,WEBBING</p> <p>FSCM: 81337</p> <p>PART NR: 2-3-510</p> <p>SECURITY CLASS: Unclassified</p> <p>PRON: M101S657M1 PRON AMD: 01 ACRN: AA</p> <p>AMS CD: 070011H3SOX</p> <p>Packaging and Marking</p> <p>PACKAGING/PACKING/SPECIFICATIONS:</p> <p>COMMERCIAL PACKAGING</p> <p>UNIT PACK: EA INTERMEDIATE PACK: EA</p> <p>LEVEL PRESERVATION: Commercial</p> <p>LEVEL PACKING: Commercial</p>	162	EA	\$ 5.25000	\$ 850.50

Name of Offeror or Contractor: HARRIS MFG CO INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div><div>001</div><div>W52H090137A611</div><div>W45G19</div><div>J</div><div>2</div></div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>162</div><div>19-JAN-2001</div></div></div></div><div><div>FOB POINT: Destination</div><div><div>SHIP TO: PARCEL POST ADDRESS</div><div>(W45G19)XU W390 RED RIVER MUNITIONS CTR</div><div>FIELD SERVICE AMMUNITION</div><div>TEXARKANA TX 75507-5000</div></div></div><div><div>CONTRACT/DELIVERY ORDER NUMBER</div><div>DAAE20-00-P-0392/0000</div></div></div>				

Name of Offeror or Contractor: HARRIS MFG CO INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 2-3-503 with revisions in effect as of 12 APR 99 (except as follows): SEE ATTACHMENT 003

(CS6100)

SECTION C - SUPPLEMENTAL INFORMATION

YOU ARE HEREBY NOTIFIED THAT THE FOLLOWING DRAWING NUMBERS ARE SOURCE CONTROLLED AND REQUIRE ITEM VERIFICATION:

DRAWING NO.	DATE	VENDOR PART NO.	VERIFIED
2-3-519	04/22/99		
2-3-520	04/22/99		
2-3-521	04/22/99		
2-3-530	04/22/99		

*** END OF NARRATIVE C001 ***

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PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.211-4502 TACOM-RI	PACKAGING REQUIREMENTS	DEC/1998

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
 - 1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.
 - 1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
 - 1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
2. Unit Package
 - 2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container,and will allow subsequent handling.
 - 2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.
3. Intermediate Package
 - 3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.
4. Packing
 - 4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.
 - 4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.
5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N dated 15 MAY 1997. Bar code requirements apply.

EXCEPTION: NONE

(End of clause)

(DS6405)

2	52.247-4521 TACOM-RI	UNITIZATION/PALLETIZATION	JUL/1998
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Name of Offeror or Contractor: HARRIS MFG CO INC

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0392 MOD/AMD	Page 13 of 24
Name of Offeror or Contractor: HARRIS MFG CO INC		

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE - ALTERNATE I	JUL/1985
2	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

- a. The first article shall consist of:
- 5 EACH IHADSS Helmet Bag, P/N 2-3-503, to include all assemblies, subassemblies, and components (to include material)

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer, TACOM-RI, ATTN: AMSTA-LC-CSC-B/JERRY YOWELL, ROCK ISLAND IL, 61299-7630, with an additional information copy furnished to TACOM-RI, ATTN: AMSTA-AR-QAW-C/DIANN CARRAN, ROCK ISLAND IL, 61299-7630.

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Name of Offeror or Contractor: HARRIS MFG CO INC		

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in theplace of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

- 3

52.246-4025

HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - TACOM-RI

OCT/1997

ALTERNATE II
- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.
- (b) Your quality system may be based on (1) international quality standards such as ISO 9002 or (2) military, or (3) commercial, or (4) national quality standards. NOTE: System such as ISO 9003 or comparable systems are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:
- ()

ISO 9001
- ()

ISO 9002
- ()

QS 9000
- ()

ANSI/ASQ Q9001
- ()

ANSI/ASQ Q9002
- ()

Other, specifically _____

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

- (c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.
- (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7445)

- 4

52.246-4528

REWORK AND REPAIR OF NONCONFORMING MATERIAL TACOM-RI

MAY/1994
- a. Rework and Repair are defined as follows:
- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

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Name of Offeror or Contractor: HARRIS MFG CO INC		

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

5	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	TACOM-RI		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

6	52.246-4540	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 CLAUSE	MAR/1997
	TACOM-RI		

a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2 certification process.

c. You may provide the following information relative to (CP)2 certification:

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Name of Offeror or Contractor: HARRIS MFG CO INC		

(1)____NOT CERTIFIED

(2)____CERTIFIED

(i)____DATE OF CERTIFICATION

(ii)____CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the "Statistical Process Control (SPC)" clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as "critical" or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2 agreement between the Government and the Contractor.

End of Clause

(ES7016)

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DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
2	52.247-34	F.O.B. DESTINATION	JAN/1991
3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

										JOB				
LINE	PRON/	OBLG								ORDER	ACCOUNTING		OBLIGATED	
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>						<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>		
0001AC	M101S603M1	AA	2	97	X4930AC6G	6D		26FB	S11116		W52H09	\$	61,920.00	
070011H3SOX														
0003AA	M101S657M1	AA	2	97	X4930AC6G	6D		26FB	S11116		W52H09	\$	850.50	
070011H3SOX														
												TOTAL	\$	62,770.50
SERVICE										ACCOUNTING		OBLIGATED		
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>						<u>STATION</u>	<u>AMOUNT</u>				
Army	AA		97	X4930AC6G	6D		26FB	S11116	W52H09	\$	62,770.50			
												TOTAL	\$	62,770.50

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Name of Offeror or Contractor: HARRIS MFG CO INC

SPECIAL CONTRACT REQUIREMENTS

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(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4500 TACOM-RI	DELETED 15 MAY 00, REPLACED BY HS6510 -- MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	MAR/1988

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

U.S. Tank-automotive and Armaments Command, Rock Island
ATTN: AMSTA-LC-CSC-B/PEGGY FRAZIER
Rock Island, IL 61299-7630

2. FMS/MAP copies: N/A

(End of clause)

(HS6502)

2	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

3	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Name of Offeror or Contractor: HARRIS MFG CO INC

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

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CONTRACT CLAUSES

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
4	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
5	52.243-1	CHANGES - FIXED PRICE	AUG/1987
6	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
7	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
8	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
	DFARS		
9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
10	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
11	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
13	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUL/2000

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>
or
www.acq.osd.mil/dp/dars

14	52.209-3	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II	JAN/1997
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(a) The Contractor shall test 5 unit(s) of Lot/Item IHADSS HELMET BAGS, P/N 2-3-503 TO INCLUDE ALL ASSEMBLIES, SUBASSEMBLIES, AND COMPONENTS (TO INCLUDE MATERIAL) as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 90 calendar days from the date of this contract to TACOM-RI, AMSTA-LC-CSC-B/PEGGY FRAZIER, marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within FORTY-FIVE (45) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-P-0392 MOD/AMD</p>	<p style="text-align: center;">Page 22 of 24</p>
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Name of Offeror or Contractor: HARRIS MFG CO INC

tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)
 ** (See Schedule B)

(End of Clause)

(IF7116)

15	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

16	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT/1998
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(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to

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Name of Offeror or Contractor: HARRIS MFG CO INC		

incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

- 17

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984
- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	DOCUMENT SUMMARY LIST		001	
Attachment 002	CONTRACT SECTION C WORKSHEET	10-APR-99	010	
Attachment 003	COMPACT DISK (CD)		001	
Attachment 004	DD FORM 1423 INSTRUCTIONS		001	
Exhibit A	DD FORM 1423	04-APR-99	001	
<p>The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.</p>				

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)